



## Contract for Event Photography Services

This constitutes an agreement for photographic services. It is also understood that any and all digital images remain the property of the photographer, Scott R. Wilson, dba Houston Event Photography unless otherwise contracted. Images may be used for advertising, display, web site or any purpose thought proper by Houston Event Photography. The client may also use the images as they see acceptable, however a tagline stating Houston Event Photography is appreciated.

The photographer for this event will be Houston Event Photography or its representatives. Studio/Photographer may substitute another photographer to take the photographs in the event of photographer's illness, injury, medical emergency or emergency scheduling conflicts beyond our control. In the event of such substitution, photographer warrants that the photographer taking the photographs shall be a competent professional and will be provided without any additional charge.

Houston Event Photography and its representatives shall not be held accountable for any unforeseen delays in the order(s), missed shots, color fading of prints over time, color balance problems with digital files or images due to improper or inadequate lighting at the event site that is beyond the control of the photographer, grainy files which are usually caused by inadequate lighting or having to photograph images in available or mixed lighting at high ISO settings or when inadequate or no flash photography is allowed or prohibited.

If the photographer cannot perform this contract due to Acts of God, fire or other casualty, theft, burglary, strike, denial of admission onto property by security or management, denial to allow photography by owner/manager at location, inadequate or no set up space, inadequate electrical service, equipment failure, lighting or color balance problems, weather, vehicle failure, traffic delays or accidents or other causes beyond the control of the parties, or due to photographer's illness or other emergency, then the photographer shall return the retainer if any to the Client but shall have no further liability with respect to the Contract.

This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail, lost due to memory card malfunction, corrupt digital files or otherwise lost or damaged without fault on the part of the photographer. Although all care will be taken with the digital media and photographs taken at the event, the client agrees that the photographer limits any liability for loss, damage, or failure to deliver pictures, for any reason, to no more than the return of all payments made to Houston Event Photography.

Copies of digital images will be stored on hard drives and offsite on cloud based servers and can be made available for you for one year after the event. After the one-year anniversary of the services provided, Houston Event Photography reserves the right to remove from our servers, storage devices or cloud based storage any digital files we see fit. We will attempt contact with the contracting representative to allow them to make the decision if they want extended storage. If it is decided that extended storage is needed a fee will be charged at \$100.00 a year.

Photographer is the sole professional photographer allowed to photograph the event unless otherwise agreed upon. Amateur photographers may take photos during the event if they do not interfere with the contracted photographer and are not shooting his same production, posed or staged shots. If a problem arises with any guest or attendee(s) the on-site event representative will be advised to handle the situation politely for us by enforcing the conditions of this contract.

Upon signature, photographer reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, any and all payments are nonrefundable, even if the date is changed or the event is canceled for any reason. You are responsible for any and all collections fees if account goes to collections.

**Full Payment is expected unless otherwise agreed upon. We Accept Cash, Checks, or Credit Cards As Payment. Invoices are payable upon receipt of final invoice and no later than Thirty (30) days unless a different payment method is agreed upon in writing. Payments not paid within such Thirty (30) days shall be considered past due and a late charge and finance charges of 10% per month may be assessed to your account. You agree to pay attorneys' fees and collection costs in the event it is deemed necessary by us to pursue collections of past due accounts through a collection agency or by an attorney. All payments are due and payable in Harris County, Texas.**

Prices are subject to Texas and Local Government Sales Tax. The photographer is not bound until this contract is signed and both parties agree of the terms in writing. This agreement may be executed simultaneously or in two or more counterparts each of which shall be deemed an original and all of which shall taken together shall constitute one in the same instrument.

**Customer Signature:** \_\_\_\_\_ **Photographer:** \_\_\_\_\_

I have read and understood the contract and accept the above contract conditions and any modifications agreed upon.

# Houston Event Photography

PO Box 891411- Houston, Texas 77289

832-250-8897

## Contract for Event Photography Services

Event Representative Responsible Hiring and Billing: \_\_\_\_\_

Hiring Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Start Time: \_\_\_\_\_ AM/PM Stop Time: \_\_\_\_\_ AM/PM

Location: \_\_\_\_\_

Name of Event: \_\_\_\_\_ Event Contact Person: \_\_\_\_\_

Event Address: \_\_\_\_\_

Company/Billing Address: \_\_\_\_\_

Company Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Alternate Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Emergency Contact Numbers: \_\_\_\_\_

On-Site Event Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

Hiring Representatives Email: \_\_\_\_\_

Additional Information: \_\_\_\_\_

Expected Number of Attendees: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Name of Accounting Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

Total Amount of Event: \_\_\_\_\_ Amount of Retainer: \_\_\_\_\_

Total Due Upon Completion and Delivery of Contracted Services: \_\_\_\_\_

Agreed Number of Prints To Be Printed if Any: \_\_\_\_\_ Size: \_\_\_\_\_ Additional Prints: \$ \_\_\_\_\_

**Please note payment is due within 30 day of receipt of the final invoice. We accept cash, checks or credit cards as payment. Company billing must be pre-approved prior to the event. All billing terms are net 30 days. Interest will be charged at 10% per month if these terms are not met.**

**Please note that any services performed that are in addition to the contracted services will be billed at the agreed upon prices stated below unless otherwise stated in contract:**

*Additional Time of Event Coverage Over The Contracted Time Will Be Billed At \$200.00 per Hour*

*Additional Photo CD or DVD \$20.00 Permanent Archive CD Fee \$40.00 on Delkin Gold Archive CD's*

*Mileage Travel Time Fee (if outside the Greater Houston/Galveston area) \$1.00 per mile*

*Extra Expenses such as meal, internet access, phone, parking fees and etc. if any will be charged at actual cost of these expenses*

**Customer Signature: X \_\_\_\_\_ Photographer Signature: \_\_\_\_\_**

**Please sign all above pages stating that you have read them all and agreed to the stated terms and return to Houston Event Photography by mail or fax. Mailing address is PO Box 891411, Houston, Texas 77289-1411**

## Additional Event Information Worksheet

1. Did your bid include on-site printing?  Yes  No

If yes are you paying for the on-site prints?  Yes  No

If yes what amount of prints are you purchasing \_\_\_\_\_ Charge agreed per print for overage: \$ \_\_\_\_\_

2. What size prints did you choose?  4x6  5x7  8x10  Other Size \_\_\_\_\_

3. Do you want us to provide folders (there may be additional fees if we provide them) \_\_\_\_\_

4. Did you want a custom border?  Yes  No

5. Have you sent us your logos, photos, or clip art?  Yes  No (Needed at least one week prior to event)

When sending them please make sure they are high resolution 300 dpi JPEG, TIFF, or EPS

(No images copied off your web page they are usually too low in resolution for our printing needs)

6. If yes is it with a traditional background such as one of our canvas backdrops or do you want a digital imposed green screen backdrop?

Traditional (no charge)

Digitally Imposed Green Screen (extra charge for custom design border and not available for all events)

7. Do you want candid or awards banquet coverage during your event?  Yes  No

8. Do you want your photographs placed on our password secure web site for your attendees to view at a later date?

This is done free of charge.  Yes  No

If yes do you want it password protected or left unlocked so anyone may view them?  Protected  Unlocked

If yes what password would you like to use? \_\_\_\_\_

9. What is the dress of this event?  Casual  Semi-Casual  Formal  Costume Other: \_\_\_\_\_

10. Are there going to be VIP or Special guests attending?  Yes  No

If you answered yes please provide us with a guest list or schedule of events.

11. Is a security clearance or special pass required for admission onto the event site required?  Yes  No

If yes have you provided us with the necessary documents or passes?  Yes  No

12. Have you informed your event coordinator or hotel that your photographer will be arriving and needs adequate space, tables, chairs, and adequate electrical needs to be available at least two hours before your event. This is very important because we are usually forgotten and this causes delays and logistics problems if they are unaware that the space is needed.  Yes  No

Please list any other details that we might need to know about prior to this event:

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Please note we do not build or supply special props or sets. If you want to use them please have sets assembled prior to the event. Bring your props along to the event yourself and we will gladly incorporate them into the portraits for you.

Photographers Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

# Deposit or Payment Information

All payments are expected to be paid when services are rendered unless otherwise Agreed upon and prior to service.

We accept cash, checks or credit cards as types of payment.

Payment Type:  Cash  Check  Credit Card

Amount Paid: \$ \_\_\_\_\_ Check # \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Verification Code \_\_\_\_\_

Amount to be Charged: \$ \_\_\_\_\_

Purchaser Sign Here

X \_\_\_\_\_

**Cardholder acknowledges receipt of goods and/or services in the amount of the total shown above and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.**

Date: \_\_\_\_\_

**Photographer and Customer agree upon payments terms of 30 days from event invoice receipt by customer. We Accept Cash, Checks, or Credit Cards As Payment. Invoices are payable upon receipt of invoice and not later than Thirty (30) days unless a different payment method is agreed upon in writing. Payments not paid within (30) days of customer receipt shall be considered past due and a late charge and finance charges may be assessed. You agree to pay attorneys' fees and collection costs in the event it is deemed necessary by us to pursue collection of past due accounts through a collection agency or by an attorney. All payments are due and payable in Harris County, Texas.**